

Term Contract No. 070P

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	070P	Golf Cars
Effective Dates	April 1, 2012 – March 31, 2015	
Bid Number	201200020	
Administrator	Grant Braley	
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E-Mail	grant.braley@doa.nc.gov	
Last Updated	June 7, 2012	

1. General Information:

State Agencies and Non-State Agencies are to place their orders directly with the contractors and not the local authorized dealers. It is recommended that you follow up with the contractor to ensure the purchase order has been received. Be sure to indicate your choice of the local authorized dealer for the preparation and delivery of your tractor. **This contract does cover options at the percent (%) discount from the MSRP as noted herein, but they are not listed due to the variations available. Please contact the vendor (contractor) for contract pricing or information on options.**

2. Scope of Contract:

This contract is intended to cover the State's normal requirements of Golf Cars for use by all State agencies, departments, institutions, public school units (except those exempted by statute) and certain Non-State agencies.

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

3. Taxes:

Prices or discounts shown herein do not include any North Carolina sales or use taxes.

4. Descriptive Literature & Price Lists:

The successful contractor shall furnish MSRP price lists, catalogs, and descriptive literature to any using agency upon request of the agency within **five (5) business days** for all equipment and options.

5. Abnormal Quantities

Any agency requirement that **\$25,000.00** must be forwarded to the Division of Purchase and Contract for processing. The division, at its sole discretion, may process any such requirement in one of the following ways:

- Purchase may be authorized at the current level of pricing with the current contract vendor(s)
- Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
- A separate Invitation for Bids may be issued for the requirement

6. Minimum Orders

This contract will be for a minimum order of **one (1) unit** for any single order.

7. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the **respective contractor(s) and not the local authorized dealers**. Ordering agencies are to indicate the local dealership on their purchase order. Ordering agencies should consider sending their purchase orders via certified mail return receipt. This may serve as evidence that the contractor has received your purchase order.

All ordering agencies are urged to call the contractor for a complete listing of tractor features prior to placing their order.

a. Order Placement Via E-Procurement (Catalog Items)

- i. Click on the following link: [E-Procurement Users](#)
- ii. When placing an order in the e-procurement system, the very first thing to do is to go to the catalogue tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 070P.
- iii. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- iv. After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down
- v. When the item to be ordered has been located complete the requisition and issue the purchase order.
- vi. Please note that all purchase orders will go directly the manufacturer and not the local dealers. The manufacturers have arranged to forward the purchase orders to the local dealer.
- vii. **To make sure that your purchase order reaches the correct dealer please put comments in the purchase order for the manufacturer giving the preferred dealer.**

Note: Successful contractors may reduce prices by:

- Increasing the discount offered to reduce prices for the entire line of product offered
- Allowing additional discount(s) to the using agency
- Special sales and/or promotions

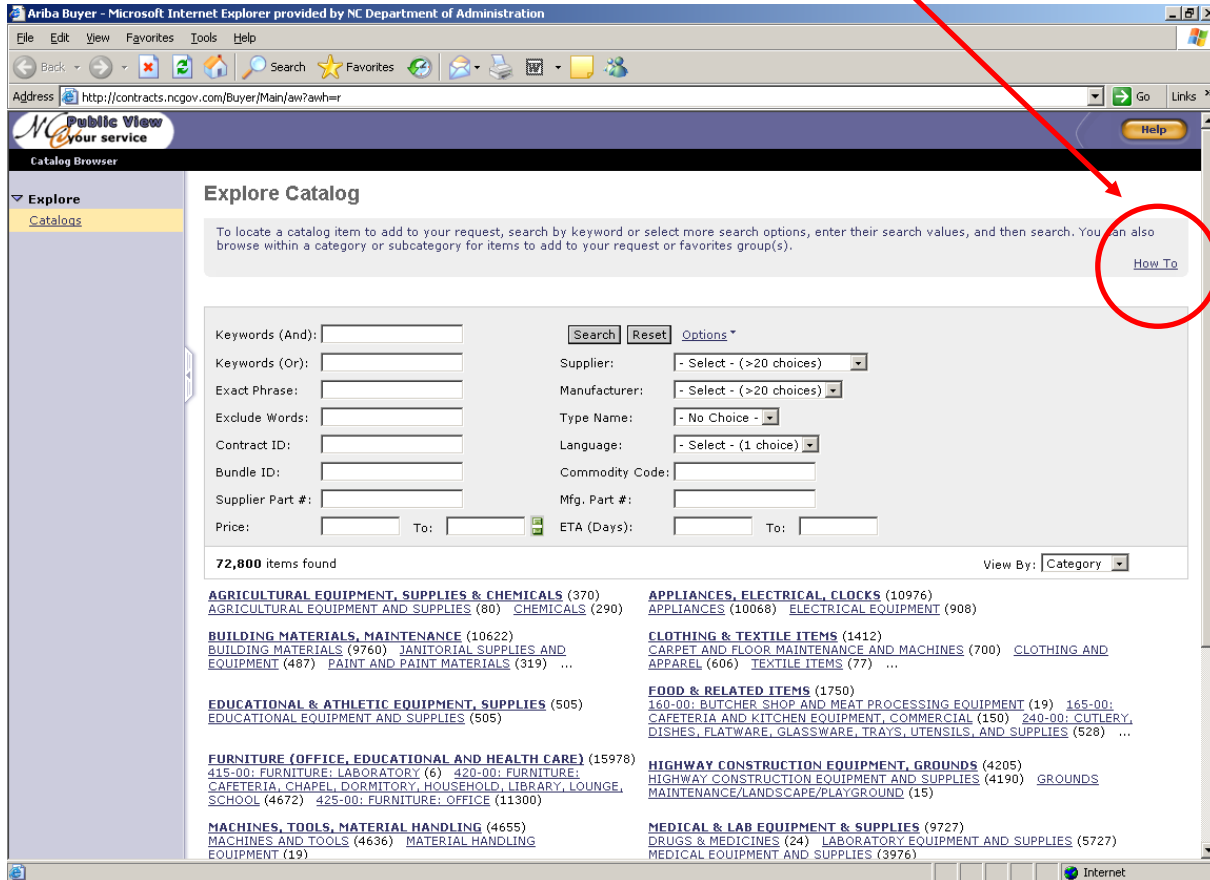
Any special sales offering (resulting in a price lower than the published catalog price), e.g. seasonal, inventory reduction, where specific products are offered to the general public shall be made available to the state at the same sales price.

The contractor agrees that all prices for items contained within the resulting contract(s) will, at no time be more than those prices charged to any other North Carolina customer for the same or similar items delivered to the same regional location.

b. Non E-Procurement Users

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- i. Click on the following link: [E-Procurement Public View](#)
- ii. For online assistance regarding item searching; click on the “How to” underlined link located near the upper-right hand corner.



8. Delivery:

The contractor will complete delivery within **sixty (60) days** after receipt of purchase order.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

9. Transportation Charges:

All goods shall be delivered **FOB DESTINATION** for all orders equal to, or greater, than the minimum order, when shipped to a single destination. Transportation charges levied by the contractor for orders equal to, or greater than the minimum order, when shipped to a single destination, may be cause for removal of the contractor from the contract. In instances where the contractor makes partial shipments of an order to one destination, which is equal to, or greater than, the minimum order, all shipments of the order shall be sent **FOB DESTINATION** with **NO** additional transportation charges.

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10. Item & Price Information:

Contact the contractor for more information. Options can be added to the tractor at the discount from the MSRP listed for each model.

Item	Class	Contractor	Manufacturer	Model	Net Price	Discount From MSRP for Item & Options
1	Two-Passenger Gas	Club Car LLC	Club Car LLC	Precedent i2 Gas	\$6,576.36	16%
2	Two-Passenger Electric	CIE, Inc.	Star	48-2-R	\$6,438.00	13%
3	Four-Passenger Gas, Four-Seat Facing Forward Arrangement	CIE, Inc.	Cushman	Shuttle 4	\$11,127.00	15%
3.1	Four-Passenger Gas, Two-Seat Facing Forward/Two-Seat Facing Rear Arrangement	CIE, Inc.	Cushman	Shuttle 4X	\$8,599.00	10%
4	Four-Passenger Electric, Four-Seat Facing Forward Arrangement	CIE, Inc.	Star	4-L-R	\$8,289.00	12%
4.1	Four-Passenger Electric, Two-Seat Facing Forward/Two-Seat Facing Rear Arrangement	CIE, Inc.	Star	4-SF-R	\$6,826.00	15%
5	No Award					
5.1	Six-Passenger Gas, Four-Seat Facing Forward/Two-Seat Facing Rear Arrangement	CIE, Inc.	Cushman	Shuttle 6	\$11,187.00	15%
6	6-Passenger Electric Golf Car, Six-Seat Facing Forward Arrangement	CIE, Inc.	Star	6-L-R	\$10,407.00	10%
6.1	Six-Passenger Electric, Four-Seat Facing Forward/Two-Seat Facing Rear Arrangement	CIE, Inc.	Star	6-SF-R	\$8,808.00	13%
7	4-Passenger plus Wheelchair Gas Golf Car, ADA Compliant, Four-Seat Facing Forward/One Wheelchair Arrangement	CIE, Inc.	Cushman	Shuttle 8	\$17,315.00	10%
7.1	4-Passenger plus Wheelchair Gas, Two-Seat Facing Forward/Two-Seat Facing Rear/One Wheelchair Arrangement	CIE, Inc.	Cushman	Shuttle 8	\$17,315.00	10%
8	4-Passenger plus Wheelchair Electric, Four-Seat Facing Forward/One Wheelchair Arrangement	CIE, Inc.	Star	6-L-H	\$17,259.00	10%
8.1	4-Passenger plus Wheelchair Electric, Two-Seat Facing Forward/Two-Seat Facing Rear/One Wheelchair Arrangement	CIE, Inc.	Star	6-LS-F	\$17,127.00	10%

11. Contractors

Contractor Name	Address	Contact Information
Club Car, Inc.	4125 Washington Road Augusta GA 30809	Matt Glendon, Regional Business Manager Toll Free: (800) CLUB-CAR Phone: (706) 863-3000 Cell: (706) 267-0219 Fax: (706) 650-9206 E-mail: matthew_glendon@clubcar.com
Carolina Industrial Equipment, Inc.	4315 Taggart Creek Road Charlotte NC 28208	Ordering & Service Contact: Mark Ahlstrom, President Toll Free: (800) 476-2434 Phone: (704) 588-4522 Fax: (704) 588-2592 E-mail: mark@ciequipment.com Service Contacts: John Yoxtheimer, john@ciequipment.com Ward Gaskins, ward@ciequipment.com Nekia Pierson, nekia@ciequipment.com

11.A. Authorized Dealer/Service Listing

Club Car, Inc.

Ordering Service Commercial Dealers & Primary Contacts:

City Name	Dealer Name & Address	Contact Person	Telephone/Fax Number
Augusta, GA	Club Car, Inc. Po Box 204658 Augusta GA 30917-4658	Matt Glendon	Phone: (706) 228-2618 Cell: (706) 267-0219 Fax: (706) 650-9206 E-mail: matthew_glendon@clubcar.com
Charlotte	Carolina Golf Cars 8740 Wilkinson Boulevard Charlotte NC 28214	Brian Babcock	Phone: (704) 392-2211 E-mail: brian@carolinagolfcars.com
Dunn	BST Equipment 502 West Wake Street Dunn NC 28334-3130	Al Murray	Phone: (910) 892-7466 E-mail: amurray@bstequipment.com
Myrtle Beach, SC	Best Golf Cars 1640 Enterprise Avenue Myrtle Beach, SC 29577	Chris MacDonald	Phone: (843) 448-7775 E-mail: chris@bestgolfcars.com
Sapphire	Appalachian Golf Carts 18029 Rosman Highway Sapphire, NC 28774	Dawn Mitchell	Phone: (828) 884-4653 E-mail: dawn@appalachiangolfcars.com

12. Warranty

Provide manufacturer's warranties on equipment for material and workmanship by the equipment manufacturer and insure **warranty period of at least two (2) years or manufacturer's standard, whichever is greater**, in length from the date of delivery. Include unconditional coverage for all parts and labor necessary or incidental to the repair of defective equipment or workmanship and malfunctions that arise during the warranty period. All warranties and guarantees that are customarily issued by the equipment manufacturer which exceed this requirement shall be acceptable.

Note: During the warranty period, the vendor must provide service at the using agencies location. If the repairs cannot be performed at the using agencies location the vendor must provide transportation of the golf cart to a facility that can perform the service at no additional charges levied to the State of North Carolina.

13. Repair Parts:

Carolina Industrial Equipment, Inc.: Bidder agrees to allow a trade discount of **5%** and a term discount of **0% 30 days FOB Charlotte, NC** on the sale of all repair parts in the manufacturer's price list current at time of sale.

14. Contract Changes:

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

15. Substitutions:

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

16. Vendor Complaint Form:

The Vendor Complaint Form can be found by clicking: [Vendor Complaint Form](#).

17. Contract Addenda:

Addendum	Effective Date	Description
1	6/7/2012	Update Contract to Indicate Item Award to Vendors